

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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SALVATORE TANTILLO,

Plaintiff

Docket No. 23-cv-1447(TJM/ML)

**AFFIDAVIT**

-against-

NEW YORK STATE TROOPER BRANDON D.  
SMITH, COMPLETE CLAIMS SERVICES, LLC,  
FRANK AND SONS AUTOBODY, PURE  
INSURANCE, SUSAN LYNCH and  
ARBITRATION FORUMS, INC.,

Defendants.  
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STATE OF NEW YORK                    )  
  ss:  
COUNTY OF WESTCHESTER        )

NITASHA BANSAL, first being duly sworn, deposes and says the following under the penalties of perjury:

1. I am a Claim Specialist for PRIVILEGE UNDERWRITERS RECIPROCAL EXCHANGE (hereinafter, "PURE"), one of the defendants in the above-captioned action and have personal knowledge of the facts and circumstances of the within action.

2. On or about May 30, 2023, a new claim was reported to PURE involving its Member, Susan Lynch. The claim was for property damage to Lynch's vehicle sustained in a motor vehicle accident on May 27, 2023 at the Sunoco gas station on Old Route 17 in Roscoe, New York. The facts of the claim as reported were that the Lynch vehicle was stopped in the Sunoco gas station waiting for a pump to become available when the plaintiff backed his pick-up truck out of a parking spot and struck the front passenger side of Lynch's vehicle. The police accident report confirmed this set of facts.

3. PURE arranged to have the Lynch vehicle repaired at a cost of \$14,797.26. Following the repairs and based on the facts of loss, PURE sought to subrogate the property damage loss to State Farm. State Farm denied the claim. After the denial, PURE submitted the case for compulsory inter-company property damage arbitration with Arbitration Forums. The parties to the arbitration were PURE and State Farm. Lynch and Tantillo were not parties. The Arbitration Decision found in favor of PURE and State Farm paid the full amount of damage: \$14,797.26.

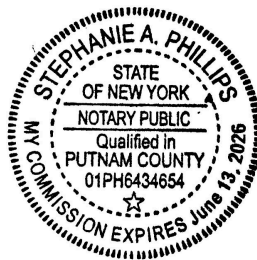
4. On or about November 29, 2023, PURE was notified by Lynch that she received a summons and complaint in the instant lawsuit. Upon receipt and review of the suit papers, I learned that PURE is a named defendant in the action.

5, On or about November 30, 2023, PURE received a copy of the Summons and Complaint from the plaintiff by certified mail. The mailing received from plaintiff did not include a cover letter or a request for waiver of service. It only contained the lawsuit papers. PURE did not receive the suit papers in any other format either directly from the plaintiff, from the New York Department of Financial Services or via process server to any claims office in New York State.

Sworn to before me this  
22nd day of December, 2023



Notary Public



*Nitasha Bansal*

Nitasha Bansal